

Commonwealth of Kentucky  
Kentucky Board of Examiners of Psychology  
Agency Case No. 01-07

Commonwealth of Kentucky  
Board of Examiners of Psychology

Complainant

v.

**Order**

Todd F. Walker, Psy.D.  
(Licensed Psychologist No. 0603)

Respondent

\* \* \* \* \*

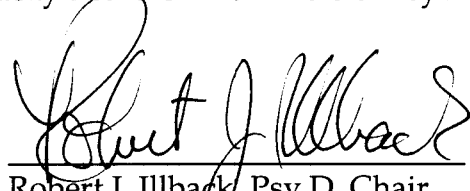
The Kentucky Board of Examiners of Psychology having considered and voted to approve the Settlement Agreement in the above-referenced matter hereby affirms, adopts and incorporates the Settlement Agreement attached hereto as its own.

**It Is So Ordered.**

Dated this 3<sup>rd</sup> day of June, 2002.

Kentucky Board of Examiners of Psychology

By:



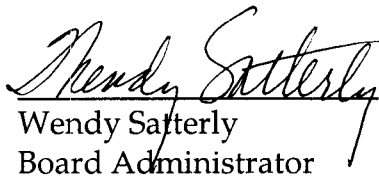
Robert J. Illback, Psy.D. Chair  
Kentucky Board of Examiners of  
Psychology

Copies sent this the 6<sup>th</sup> day of June, 2002, to:

Todd F. Walker, Psy.D.  
126 Wellington Place  
Cincinnati, Ohio 45219  
*Respondent* (by regular mail)

Michelle M. Keller, Attorney at Law  
Arnzen & Wentz  
600 Greenup Street  
PO Box 0472  
Covington, Kentucky 41012-0472  
*Attorney for Respondent (by regular mail)*

Mark Brengelman  
Assistant Attorney General  
Capitol Building, Suite 118  
700 Capitol Avenue  
Frankfort, Kentucky 40601-3449  
*Board Counsel (by messenger mail)*

  
Wendy Satterly  
Board Administrator

Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case No. 01-07

RECEIVED  
JUN 03 2002  
DIV. OF OCCUPATIONS  
& PROFESSIONS

Commonwealth of Kentucky,  
Board of Examiners of Psychology

Complainant

v.

Settlement Agreement

Todd F. Walker, Psy.D.  
Licensed Psychologist No. 0603

Respondent

\*\*\*\*\*

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having made a finding of a *prima facie* violation of KRS Chapter 319 and having authorized a Formal Complaint and Notice of Administrative Hearing and Order against Todd F. Walker, Psy.D., Licensed Psychologist No. 0603 (hereafter "Respondent"), and;

Whereas, the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing; and

Whereas, the Respondent has had the opportunity at all times to seek advice from competent counsel of choice, and no coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this agreement; and

Whereas, the Respondent freely and voluntarily enters into this agreement, motivated by a desire to resolve the issues addressed herein, and the Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms;

It is hereby stipulated and agreed between the undersigned parties that this matter shall be settled and resolved as follows:

## **Jurisdiction**

The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct which has precipitated this Settlement.

The Respondent acknowledges the Board has the legal power and authority to take disciplinary action up to and including revocation of the Respondent's credential.

The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Settlement Agreement have been met to the satisfaction of the Board. The Respondent expressly indemnifies the Board for any costs incurred, including reasonable attorney fees, in enforcing any provision of this Settlement Agreement should the Board determine the Respondent has not met any term of this Settlement Agreement after notice and opportunity to be heard.

## **Costs**

The Board and the Respondent shall each bear their own costs incurred in this matter except as provided below.

## **Findings**

The Board has completed an investigation and has authorized a Formal Complaint and Notice of Administrative Hearing and Order after a finding of a *prima facie* violation of KRS Chapter 319. Specifically, the Board has evidence that might lead the Board to believe the Respondent has committed the following act(s):

The Respondent has violated KRS 319.082(1)(f) by violating 201 KAR 26:145 § 4(2)(a) by undertaking or continuing a professional relationship with a client if the objectivity or competency of the credential holder is impaired because of the credential holder's present or previous familial, social, sexual, emotional, financial, supervisory, administrative, or legal relationship with the client or a

relevant person associated with or related to the client. This violation involved the Respondent's serving as one (1) of three (3) neutral mental health professionals approved by a circuit court judge to render an opinion regarding a child custody and visitation evaluation regarding the best interests of two (2) minor children then the Respondent serving as a therapist for one (1) of the minor children and as a therapist for the mother of that minor child before the Respondent had testified in court before the circuit court judge. The Respondent's objectivity was reasonably likely to be impaired as an evaluator due to his undertaking and continuing the provision of psychological services, specifically, psychotherapy, to the minor child and mother of the minor child. The Board has reason to believe that the Respondent in fact served as a therapist having been approved as such by an order entered by the circuit court, and having billed services as therapy, until modified by a subsequent order of the circuit court removing the Respondent from the case, and from being a therapist in the case; and

The Respondent has violated KRS 319.082(1)(f) by violating 201 KAR 26:145 § 3(5) by rendering a formal professional opinion about a person, another minor child, as contained in a letter to that minor child's mother's attorney, which was then used in the circuit court action, without direct and substantial contact with or a formal assessment of the minor child even though the letter itself disclosed the lack of direct and substantial contact with or formal assessment of the minor child.

The Respondent acknowledges the Board's finding of a *prima facie* violation of the statutes and regulations as set forth above, but denies violating any provision of KRS Chapter 319. The Respondent further, specifically denies any violation of KRS 319.082(1)(f) by stating there is a dispute of material fact as to whether or not the Respondent was providing therapy or was simply continuing contact with the parties for purposes of the evaluation. This Settlement Agreement is thus the result of compromise and settlement of a contested claim. The Board has no evidence to show that the Respondent intentionally or knowingly violated the provisions of Kentucky law set forth in this paragraph, or that the Respondent was dishonest, fraudulent, criminal, or malicious in the Respondent's violation of these provisions. The Respondent denies having intentionally violated these provisions of Kentucky law.

**Effect Upon Credential Status:  
Probation and Supervision**

To avoid the time, cost, and expense of a hearing the Respondent hereby agrees to the following as the agreed upon disciplinary action:

- 1) The Respondent shall be placed on probation for one (1) year, and;
- 2) The Respondent shall undergo supervision of the Respondent's entire practice of psychology in Kentucky, which shall be every other week supervision for a period of one (1) year ~~of the Respondent's entire practice of psychology in Kentucky~~ <sup>removed as redundant M MKC TFW</sup> which shall begin within thirty (30) days of the appointment in writing of a Kentucky licensed psychologist pursuant to 201 KAR 26:171 § 13 appointed by the Board and to be paid for by the Respondent directly to the supervisor, but which shall begin no earlier than July 15, 2002;
- 3) Supervision shall include one-hour, face-to-face meetings with the Board Supervisor in accord with 201 KAR 26:171 §§ 13 and 14 except for the frequency as set forth above, and shall encompass the practice of psychology in general with an initial and continued focus on forensics issues. In the event of unscheduled illness and conflicting vacation schedules, the supervision sessions may be rescheduled by agreement of the Board Supervisor and the Respondent. It is the intention of the Board that this supervision shall be carried out in consecutive, every other week, sessions although missed sessions may be made up at the end of the regular supervisory period;
- 4) During the aforementioned period of supervision, the Respondent shall not supervise any candidates for Kentucky licensure, Kentucky certified psychologists, or Kentucky psychological associates as a Kentucky Board-approved supervisor under 201 KAR 26:171;

nothing in the Settlement Agreement shall prohibit the Respondent from supervising any Ohio candidates for licensure, Ohio certified psychologists, or Ohio psychological associates.

5) The Board will take into account, when appointing the Board Supervisor the competency and willingness of the Board Supervisor to carry out 201 KAR 26:171 §§ 13 and 14, and any possible undue hardship upon the Respondent for geographical appropriateness.

6) The Respondent shall pay the total sum of the Board's actual investigative costs, \$1950.00 by certified check or money order made payable to "Kentucky State Treasurer" in equal, monthly installments, beginning July 1, 2002, and continuing every month thereafter for the one (1) year period of supervision. This cost is the reimbursement for investigative costs to the Board.

In the event that the Respondent should stop practicing psychology in Kentucky, the Respondent shall notify the Board in writing within ten (10) days of the dates of departure and return or the dates of non-practice within Kentucky. Non-practice shall be defined as any period of time exceeding thirty (30) days in which the Respondent is not engaging in activities defined in KRS 319.010(3). Periods of temporary or permanent residency outside of Kentucky or practice of psychology outside Kentucky or of non-practice within Kentucky shall not reduce the probationary period and supervisory period.

The Respondent shall cooperate at all times with the supervisor, the Board, the Board's staff and its agents who are engaged in the supervision and investigation of compliance with this Settlement Agreement.

The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement means the Respondent's credential shall be deemed suspended and

shall further constitute failure to comply with an Order of the Board under KRS 319.082(1)(h) for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

This action shall constitute disciplinary action against the credential of the Respondent.

#### **Resolution of Pending Charges**

The Board's authorized charges for violations of KRS 319.082(1)(f) and the specific statutory and regulatory charges of a violation of 201 KAR 26:145 §§ 3(5) and 4(2)(a) are hereby resolved. Any further concern of the Board regarding any other possible violations occurring before the date of the Respondent's signature on this Settlement Agreement will not be *sua sponte* investigated by the Board.

#### **Release of Liability**

In consideration of execution of this Settlement Agreement, the Respondent, for the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, Kentucky Board of Psychology, Kentucky State Board of Examiners of Psychology, and the Kentucky Attorney General, and each of their members, agents and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this settlement or its administration.



### **Acceptance by the Board**

This Settlement Agreement, when executed by the Respondent, shall be presented to the Kentucky Board of Examiners of Psychology with a recommendation for approval from the Board's counsel and case manager at the next regularly scheduled meeting of the Board following receipt of the executed Agreement. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by the Chair of the Board.

The Respondent understands the Board is free to accept or reject this Settlement Agreement. The Respondent hereby agrees to waive any right he might have to challenge, based solely on the presentation of this Settlement Agreement to the Board, the impartiality of the Board to hear this administrative action if, after review by the Board, this Settlement Agreement is rejected.

If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Representations and/or admissions by the Respondent in the Settlement Agreement, or other settlement proposals, will not be regarded as evidence against the Respondent at any subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the willingness to have entered into this Settlement Agreement.

### **Open Records**

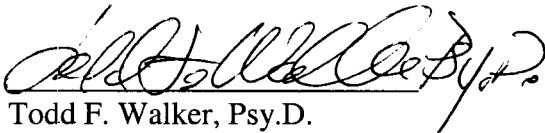
The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be reportable under federal law, and may be shared with

any professional organization or licensing Board as the Board deems appropriate in its discretion, and shall be made public according to KRS 319.092(6) and 201 KAR 26:140 §12.

### Complete Agreement

This Settlement Agreement and Order consists of eight (8) pages including signature page and embodies the entire agreement between the Board and the Respondent. It may not be altered, amended or modified without the express written consent of both parties.

#### Have Seen, Understood and Approved:




Todd F. Walker, Psy.D.  
126 Wellington Place  
Cincinnati, Ohio 45219

*Respondent*

Date: 5-31-22

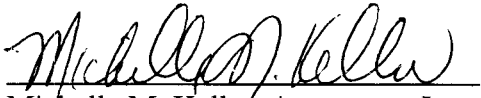
State Board of Psychology

By: 

Mark Brengelman  
Assistant Attorney General  
Office of the Attorney General  
Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
Phone: (502) 696-5607  
Fax: (502) 564-2894

*Counsel for the Board*

Date: June 3, 2022



Michelle M. Keller, Attorney at Law  
Arzen & Wentz  
600 Greenup Street  
Post Office Box 0472  
Covington, Kentucky 41012-0472

*Attorney for Respondent*

Date: 5-31-22